

Terms and Conditions

Please ensure you read these terms before using our services. By using our services, you are agreeing to these terms. You're also agreeing to our: Terms of Use, Privacy and Cookie policies.

Terminology

- “Us/We/Our” refers to UPSHandyman Limited.
- “You” refers to you: the customer (the individual or organisation for whom we agree to carry out work and/or supply or materials).
- “Tradesperson/tradespeople” refers to the representative(s) appointed by UPSHandyman to carry out work.

Definitions and interpretation of Terms set in our T&C's source document.

The following terms and conditions (which are referred to in this document as “these terms”), “Customer” means the customer for whom the Works are to be carried out by UPSHandyman, “UPSHandyman” means Upperstreethandyman LTD. “Contract” means the agreement between the Customer and UPSHandyman to carry out the Works of which these terms form a part and (where these terms are a schedule to a signed agreement between the Customer and UPSHandyman, Accepting the contract means accepting the terms and conditions of the agreement set by UPSHandyman. “Works” means the works described in UPSHandyman’s estimate and/or as referred to in UPSHandyman’s Work Detail Sheet or any other document or email issued by UPSHandyman, as may be varied by agreement in writing between the parties. For the purposes of these terms, “in writing” and “written” include by email and any document which is set out in a hand-held device and any signature on a hand-held screen shall be treated as in writing. In these terms’ words importing the masculine gender also include the neuter and the feminine gender and words importing the singular number include also the plural number, where the context so requires.

1. General

1.0 The Customer will be treated as an Account Customer or a Non-Account Customer, according to UPSHandyman’s reasonable discretion. In definition a customer is anyone whom we have an account with, or some form non-verbal agreement with as defined in our definition and interpretation section of our T&C’s

1.1 All estimates given by UPSHandyman, all orders and instructions given by the Customer, and all work authorisations, are governed by these terms. They

supersede any other terms appearing elsewhere and override and exclude any other terms stipulated or incorporated or referred to by the Customer, whether in the order or instructions or in any negotiations or in any course of dealing established between UPShandyman and the Customer, except where these terms are a schedule to a signed agreement between the Customer and UPShandyman, in which event these terms apply only to the extent not inconsistent with that agreement.

1.2 The Customer acknowledges that UPShandyman has not made any representations (other than any expressly stated in the Contract and/or in UPShandyman's estimate) which have induced it to enter into the Contract and the Contract shall constitute the entire understanding between the Customer and UPShandyman for the performance of the Works.

1.3 No modification to the Contract shall be effective unless made by an express written agreement or email exchange between the parties. The signing on behalf of UPShandyman of any documentation of the Customer shall not imply any modification of the Contract.

1.4 Nothing in this Contract is intended to confer on any person any right to enforce any term which that person would not have but for The Contracts (Rights of Third Parties) Act 1999. Accordingly, a person who is not a party to this Contract shall have no rights under that Act to enforce any of its terms, but this does not affect any right or remedy of such person which exists or is available apart from that Act.

2. What do we mean by 'services'?

2.1 Anything offered by UPShandyman, across all the trades we cover (Plumbing, Heating, Drains, Bathrooms, Electrics, Carpentry, Appliances, Building, Emergencies and Commercial):

- Estimates
- Servicing
- Installations
- Repairs
- Emergency Call Outs
- Enquiries
- Project Work

3. Hourly Rate Work

The total charge to you will consist of the cost(s) of:

3.1 Labour (the amount of time spent by the tradesperson carrying out work) including all reasonable time spent in obtaining non-stocked materials, charged in accordance with our current hourly rates.

-Emergency Electrical call out charge £100+VAT

-Electrical call out charge £80+VAT

-Emergency Plumbing call out charge £100+VAT

-Plumbing call out charge £80+VAT

-Handyman Services £70+VAT

Materials supplied by us will be subject to handling fee of 15% of the total price of the product.

You will only be charged for the time spent related to your work. All other time, i.e. lunch breaks, is non-chargeable. All charges are subject to VAT at the prevailing rate, except in cases where the work carried out is zero rated.

4. Payment and Title

4.1 Non-Account Customers: Payment by the Customer is due on completion of the Works. Payment must be made on such completion.

4.2 Account Customers: UPSHandyman will seek to submit invoices to the Customer within 7 days of completion of the Works and, subject to paragraph 11 below, payment must be made by the Customer within 30 days after the date of issue of the invoice.

4.3 Snagging: Where the Works have been completed subject to snagging, 95% of all amounts outstanding must be paid on such completion and the Customer must provide access to UPSHandyman without delay to enable the snagging to be finalised. The balance of 5% will become payable upon the finalisation of the snagging or, if access has not been made available to carry out the snagging within 14 days of completion, at the expiry of such 14-day period.

4.4 Where the Customer is represented by a third party (such as a managing agent, tenant or other occupier, contractor or other representative), in the event of non-payment by the Customer, the third party will be responsible for payment unless UPSHandyman has agreed otherwise in writing.

4.5 In the case of consumer Customers, UPSHandyman shall be entitled to interest on a daily basis on any amount not paid on the due date for payment from such due date until payment in full at 4% above the Bank of England base rate at the relevant time together with such charges as may be incurred by any collection agent appointed by UPSHandyman (with a minimum of £40 plus VAT in the case of amounts below £1,000 and a minimum of £75 plus VAT in the case of amounts of £1,000 or more). In the case of commercial Customers, UPSHandyman will apply all relevant interest and charges as applicable under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented from time to time by Government legislation or regulation.

4.6 UPShandyman shall not be required to issue or deliver any certificates, guarantees or other similar documents regarding the Works until payment has been made in full.

4.7 Title in all parts, materials and other items supplied by UPShandyman shall not pass to the Customer until payment for the Works has been made in full.

5. Offers & Incentives

5.1 On an ongoing basis, at our discretion, we promote a selection of offers and incentives, these will be clearly defined including any specific terms & conditions. Offers and incentives may only be used in conjunction with each other at our discretion.

6. Collection of Material

6.1 Collection of non-stock items is chargeable, however:

- Time taken will be kept to a minimum and within reason.
- If the collection time is likely to exceed 45 minutes you should be additionally informed of the circumstances and a written confirmation should be made.
- Only one tradesperson is permitted to leave the job to collect required materials/parts unless it's a heavy load which requires more than one person.

7. Cancellation

7.1 If you need to cancel (or rearrange) your booking, you must notify us (preferably by telephone) by the end of the working day before the scheduled booking. Cancellations made further in advance should also be made by telephone, and you should request written confirmation from us, so that you are not liable to be charged.

7.2 If you cancel your instructions more immediately prior to work being carried out, or materials being supplied, you will be liable for the cost of any time and materials incurred by us, together with the profit that would have been made by us, in accordance with the original instructions.

8. Timekeeping

Where the date and/or time for work to be carried out is agreed, we will use reasonable endeavour to ensure that the tradesperson attend accordingly. We accept no liability in respect of the non-attendance or late-attendance on site of the tradesperson, or for the late or non-delivery of materials.

7. Permits, Licences, other Consents and Access

7.1 It is the responsibility of the Customer to obtain all permits, licences and other consents in connection with the Works unless UPSHandyman agrees otherwise in writing. The Customer shall provide clear access to enable UPSHandyman staff to undertake the Works and will make all necessary arrangements with the proper persons or authorities for any traffic controls and signals required in connection with the carrying out of the Works.

7.2 The Customer will at all times provide a safe working environment for UPSHandyman and its employees, agents and sub-contractors for the purposes of carrying out the Works. UPSHandyman will not be required to enter any property when they are occupied but the only occupant is a minor.

7.3 The Customer will provide all necessary power and a clean water supply for UPSHandyman's use in the execution of the Works.

7.4 Where applicable to drainage works, the Customer will provide, if possible, a plan showing drain layout. If this is not available, UPSHandyman reserves the right to render additional charges at the relevant applicable rate in accordance with paragraph 3 above if a blockage occurs in drains not covered by the specifications or if it is necessary to trace unidentified drains to complete the Works.

7.5 The Customer must obtain any permission for UPSHandyman to proceed over property belonging to third parties if this is necessary for the proper execution of the Works and shall obtain any permission necessary to carry out work on property belonging to third parties. The Customer shall indemnify UPSHandyman against all claims of whatsoever nature made by such third parties arising out of the presence of UPSHandyman, its employees, agents or sub-contractors on the Customer's or such third parties' property save where such claim results directly from negligence on UPSHandyman's part. The Customer shall be liable to UPSHandyman for all loss or damage whether direct, indirect or consequential which is suffered by UPSHandyman as a result of failure or delay by the Customer in performing the obligations referred to in this paragraph.

9. Customer Satisfaction

UPSHandyman are committed to providing professional, top quality service to every customer. If, after we have carried out the work, you are not wholly satisfied with our service(s) you must provide us with written notice within 29 days. You must allow us, and our insurers, the opportunity to both inspect and carry out remedial work where appropriate. If you fail to notify us, as outlined above, then we will not be liable in respect of any defects in the work carried out.

10. Liability

10.1 We will only be liable for rectifying our own guaranteed work and will not be held responsible for any ensuing damage or claims resulting from other work overlooked or subsequently requested and not undertaken at the time.

10.2 We will not be held liable or responsible for any damage or defect resulting from work not fully guaranteed, or where recommended work has not been carried out. Work will not carry a guarantee where you have been notified by the tradesperson either verbally or indicated in ticked boxes or in our comments/recommendations.

10.3 We shall not be held liable for any delay, or consequences of any delay, in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions.

10.4 We will be entitled to fully recover the costs or damages from any tradesperson whose negligence or faulty workmanship makes us liable to pay for those damages or rectification of work.

10.5 You will be solely liable for any hazardous situation in respect of the Gas Safe Regulations or any Gas Warning Notice issued by a UPSHandyman tradesperson.

11. Goods / Materials

11.1 Goods supplied and delivered by us to you, or your premises, shall remain our property until paid for by you in full. Whilst goods remain our property, we have the absolute authority to:

- Retake, sell or otherwise deal with or dispose of all or any part of these goods.
- Enter any premises, at any time and without notice, in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.
- Seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods.

11.2 The risk in such goods will pass to you on delivery to you. You must insure them at replacement value, and if asked you must produce evidence that they are properly insured.